

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 71	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0073		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 24 Jul 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, A. STRACCIOLINI 5001 SOUTH BROAD ST PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	
			TEL: 215-897-1371			TEL:	
			FAX: 215-897-7994			FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE BLOCK 7</u> until <u>14 30</u> local time <u>11 Sep 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ALBERT STRACCIOLINI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-1371		C. E-MAIL ADDRESS StraccioliniA@nswccd.navy.mil	
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering and Technical Services CPFF - in support of Hull, Mechanical and Electrical (HM&E) Systems in accordance with the Statement of Work in Section C	1	Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL ESTIMATED COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Support Costs in Support of Clin 0001	1	Lot		
NOT TO EXCEED					<u>\$23,125,000.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Material in support of Clin 0001	1	Lot		
ESTIMATED					<u>\$15,000,000.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Staging Facilities in support of Clin 0001	1	Lot		
ESTIMATED					<u>\$4,125,000.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Special Support Services in support of Clin 0001	1	Lot		
				ESTIMATED	<u>\$1,250,000.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Travel and Subsistence in Support of Clin 0001	1.00	Lot		
				ESTIMATED	<u>\$2,750,000.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Technical Data in accordance with Section C and DD Form 1423 (Exhibit A)	1	Lot		
					<u>NSP</u>

NOTE: THIS CONTRACT INCORPORATES NO OPTIONS

#### CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee contract which provides for the issuance of delivery orders during the period from the date of award of the contract through 60 MONTHS thereafter. The period of performance shall be from Date of Award through 60 months thereafter.

The contract minimum quantity is a total of \$100,000.00 worth of orders. The maximum quantity is the total amount of all items. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

It is anticipated that the minimum quantity amount will be met by the issuance of Delivery Order 0001.

#### LEVEL OF EFFORT

(a) The estimated labor hours to be performed during the period from the start of contract performance to sixty (60) months thereafter is based upon an anticipated Total Estimated Effort of **896,000** man-hours of direct labor. The estimated composition of the total number of man-hours of direct labor to be ordered is as follows:

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Program Manager	3000	3000	3000	3000	3000
Sr. Engineer	4500	4500	4500	4500	4500
Engineer	6000	6000	6000	6000	6000
Project Engineer	4500	4500	4500	4500	4500
Sr. Engineering Technician (Mechanical)	6000	6000	6000	6000	6000
Sr. Engineering Technician (Mechanical) OT	600	600	600	600	600
Sr. Engineering Technician (Electrical)	4000	4000	4000	4000	4000
Sr. Engineering Technician (Electrical) OT	400	400	400	400	400
Engineering Technician	7500	7500	7500	7500	7500
Engineering Technician OT	750	750	750	750	750
Logistician	10500	10500	10500	10500	10500
Logistician OT	1050	1050	1050	1050	1050
Planner/Estimator	4000	4000	4000	4000	4000
Site Foreman	10000	10000	10000	10000	10000
Site Foreman (OT)	1000	1000	1000	1000	1000
Quality Assurance Specialist	3000	3000	3000	3000	3000
Marine Equipment Mechanic	37500	37500	37500	37500	37500
Marine Equipment Mechanic OT	3750	3750	3750	3750	3750
Welder/Brazier/Burner	1500	1500	1500	1500	1500
Welder/Brazier/Burner OT	150	150	150	150	150
Shipfitter/Pipefitter	6000	6000	6000	6000	6000
Shipfitter/Pipefitter OT	600	600	600	600	600
Marine Electrician	30000	30000	30000	30000	30000
Marine Electrician OT	3000	3000	3000	3000	3000
Machinist	6000	6000	6000	6000	6000
Machinist OT	600	600	600	600	600
Program Analyst	4000	4000	4000	4000	4000
Programmer	7500	7500	7500	7500	7500
CAD/CAM Operator	3000	3000	3000	3000	3000
Engineering Aide	6000	6000	6000	6000	6000
Engineering Aide OT	600	600	600	600	600
Maintenance Trades Helper	2000	2000	2000	2000	2000
Maintenance Trades Helper OT	200	200	200	200	200
<b>Total</b>	<b>179,200</b>	<b>179,200</b>	<b>179,200</b>	<b>179,200</b>	<b>179,200</b>

(b) The total number of man-hours of direct labor (including overtime and subcontracting hours, but excluding holiday, sick leave, vacation and other absence hours) anticipated to be expended hereunder is estimated to be as specified above, which quantity, as set forth herein or as expressly changed by formal modification thereto, is hereinafter referred to as "Estimated Total Hours"

(c) It is understood and agreed that the rate of man-hour use may fluctuate throughout the term of the contract, provided such fluctuation does not result in the utilization of the total man-hours of effort prior to expiration of the

term thereof and it is further understood and agreed that the number of hours of effort for any classification may be utilized by the contractor in any other direct labor classification, if necessary in the performance of the work. If at any time during the performance of this contract, the number of direct hours utilized under this contract exceeds 85% of the total estimated hours, the contractor shall immediately notify the Contracting Officer of such circumstances.

(d) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Cost" and/or "Limitation of Funds".

(e) It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery order. Accordingly, in the performance of any delivery order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

**PAYMENT OF FIXED FEE – INDEFINITE DELIVERY COST PLUS FIXED FEE**

(to be completed at time of award)

The fixed fee for work performed under this contract is \$\_\_\_\_\_ provided that approximately **896,000** manhours of direct labor are employed by the contractor in performance of this contract. The Government shall make payments of the fixed fee at the rate of \$\_\_\_\_\_ per direct labor hour invoiced by the contractor. If substantially less than **896,000** man hours of said services are so employed for such work, the fixed fee shall be equitably reduced to the account of the fixed fee at the rate of \$\_\_\_\_\_ per direct labor hour invoiced by the contractor in accordance with the clauses entitled 52.216-7 "Allowable Cost and Payment" and 52.216-8 "Fixed Fee". The total of all such payments shall not exceed eighty – five percent (85%) of the fixed fee specified under each applicable delivery order. Any balance due of fixed fee shall be paid by the contractor, or any overpayment of fixed fee shall be repaid by the contractor or otherwise credited to the Government, at the time of final payment.

**SUPPORT COSTS**

Support Costs including travel, material and other direct support costs (if any) will be reimbursed on the basis of actual reasonable and allowable costs incurred plus G&A only. These costs are not subject to Fee.

NOTE: THE GOVERNMENT INTENDS TO AWARD A SINGLE CONTRACT TO THE OFFEROR WHOSE PROPOSAL, CONSIDERING BOTH TECHNICAL AND PRICE, REPRESENTS THE BEST VALUE TO THE GOVERNMENT.

**THIS PROCUREMENT IS SET ASIDE AS AN 8(A) COMPETITIVE PROCUREMENT. SEE CLAUSE 52.219-8 FOR DETAILS.**

## SECTION C Descriptions and Specifications

### **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **1. SCOPE OF WORK**

##### **A. GENERAL**

The contractor shall provide the manpower, materials and facilities necessary to accomplish the requirements described in this specification and in accordance with the specifications (statement of work) assigned in each delivery order. The contractor's effort shall be in support of the Naval Surface Warfare Center, Carderock Division (NSWCCD), Philadelphia in improving and maintaining the Fleet Operational and Material Readiness of Hull, Mechanical and Electrical (HM&E) Systems and equipment through assessment, development, implementation and coordination of fleet maintenance technology processes. The majority of NSWCCD requirements for fleet support will be remote from the Philadelphia, PA, area.

HM&E machinery systems and equipment include but are not limited to:

- 1) anchor windlass and mooring capstans
- 2) boat davits
- 3) bow thrusters
- 4) cargo, weapons, aircraft and evacuation elevators; truck guards, personnel barriers and associated equipment
- 5) conveyors and dumbwaiters; vertical package, pallet and horizontal
- 6) balanced joiner doors, fire zone doors, diesel doors, helicopter hangar doors, LM 2500 module doors, metal joiner doors, watertight doors, ballistic doors, airtight doors, and hatch covers
- 7) material handling equipment, including fork trucks, dollies, hand trucks, and ammunition hoists
- 8) monorail train systems
- 9) ramps and turntables
- 10) ship and submarine handling and control systems
- 11) steering gear
- 12) stern gate systems
- 13) water barrier gates
- 14) valve actuators
- 15) cranes, booms and rigging
- 16) other HM&E systems and equipment

##### **B. TECHNICAL SUPPORT**

- (1) Provide on-site and in-shop engineering support, technical assistance and training for the operation, maintenance, test, repair, alteration, modification, and upgrade of designated HM&E machinery systems and equipment on U. S. Navy ships. Support repair and maintenance tasks on HM&E equipment as designated in individual delivery orders. This work will be accomplished both in shop and aboard ship.
- (2) Provide labor, logistic and engineering Hull, Mechanical, and Electrical repair and modernization support for U. S. Navy ships. This support will include the planning design, engineering, and installation of alterations, to include, but not limited to, MACHALTs, SHIPALTs, AERs, LARs, ECPs, and other Field Changes as necessary for ship modernization, fleet readiness, and TYCOM initiatives. This support will be provided during CNO, TAV, RAV, DSRA, and other technical availabilities as scheduled by the NSA.

- (3) Provide inspection, repair, and certification support for Material Handling Equipment on Military Sealift Command (MSC) ships worldwide. This support will include, among other requirements, technicians based in Japan to support ship to shop upgrade modifications, refurbishment and parts fabrication, testing, and inspections of equipment onboard MSC ships.
- (4) Accomplish inspection, repair, refurbishment, and/or manufacture of balanced joiner doors, fire zone doors, diesel doors, helicopter hangar doors, LM 2500 module doors, metal joiner doors, watertight doors, ballistic doors, airtight doors, hatch covers, and/or other shipboard closures.
- (5) As specified in individual delivery orders, the contractor shall:
  - (a) Acquire required material and provide component/kit fabrication, assembly, and alteration and equipment installation support for ships
  - (b) Provide logistic support to evaluate, identify and source parts and material
  - (c) Schedule, coordinate and conduct ship visits to inspect designated HM&E machinery systems. In conjunction with such visits:
    - 1. Document operational and material conditions and maintenance deficiencies and make reports to the ship's Commanding Officer.
    - 2. Take on-site corrective actions to eliminate minor discrepancies. Assist ship's force to correct deficiencies within their capability. For deficiencies that require industrial support beyond ship's capability, assist in preparation of documentation to accomplish the required work.
    - 3. For repair work that cannot be performed during the visit, arrange for equipment removal and shipment for depot level repairs at contractor provided material staging and transfer facilities.
    - 4. Provide on-the-job training for shipboard operator and maintenance personnel, to include performance of maintenance and repair techniques.
    - 5. Review and validate COSAL, PMS and technical manuals.
    - 6. Assist ship's force in preparation of technical manual deficiency reports and technical feedback reports.
    - 7. Prior to departing ship, debrief ships Commanding Officer noting condition of equipment, corrective actions taken, and installations made, and provide a prioritized list of outstanding discrepancies.
    - 8. Prepare report that describes conditions found, installations and repairs made, outstanding discrepancies, recommendations for modification to material or maintenance procedures and ship's force participation.
    - 9. Provide on-site on-the-job training for ship's personnel in the operation, test, maintenance and repair of HM&E machinery equipment and systems.
  - (d) Review, evaluate, develop, input, and update software for development plans and processes/procedures.
  - (e) Develop database structures for NSWCCD-SSSES to support assigned programs.

- (f) Provide technical support for communications systems to include the following services:
  - 1. Coordinate communications and administer the Automated Telephone and Voice Mail system for Code 9733.
- (g) Participate in technical and management meetings and conduct visits to government field locations and industry sites.
- (h) Provide task management to include:
  - 1. Planning, scheduling, assigning, and managing work.
  - 2. Engineering, technical, and logistical guidance and assistance to the work force.
  - 3. Product and service quality assurance.
  - 4. Task financial and schedule accountability.

## **C. LOGISTIC SUPPORT**

- (1) The contractor shall provide logistic support for investigations, analyses, reports, and services related to equipment fabrication, assembly, installation, repair, upgrade modernization, refurbishment, transfer and distribution, staging, and maintenance.
- (2) The contractor will be required to:
  - (a) Provide procurement, receipt, inventory control, handling, inspection, staging, storage, disassembly, repair, modernization upgrade, fabrication, refurbishment, cleaning, painting, assembly, adjustment, alignment, and transfer services for designated HM&E equipment, systems, parts and material.
  - (b) Provide for transportation of material and equipment between contractor's facilities and Government facilities.
  - (c) Conduct material research, material sourcing, procurement, inspection, inventory, and staging of both government furnished materials and contractor furnished materials. Develop, update and maintain Government Furnished Material and Equipment (GFM/E) management and tracking system.
  - (d) Provide support to identify drawings and part numbers for stock listing of components and assemblies.
  - (e) Provide and maintain continuous on-line data transmission required to effect technical liaison among SSES activities and the fleet. Procure communication services and supplies including long distance trunk lines, area network communications, and mobile transceiver services. Equipment and material used in this capacity shall be considered to have been delivered to the Government.
  - (f) Provide support for the development of database structures for assigned programs.
  - (g) Develop historical data files for monitoring, modification, upgrade, and repairs for MHE.

## **D. MATERIAL SUPPORT**

- (1) The contractor may be required to:
  - (a) Procure material necessary for the accomplishment of tasks specified in individual delivery orders.



- (b) Procure necessary incidental materials and supplies.
- (2) The contractor may be tasked to:
  - (a) Procure and fabricate general structural components, hardware and special tools.
  - (b) Provide machine and tooling services common to marine and ship repair services.

**E. DELIVERABLES (DATA REQUIREMENTS)** All technical data requirements to be furnished shall be specified on the DD Form 1423 in individual delivery orders under this contract. Data to be delivered are as follows:

- (1) Ship Check Reports. Within five (5) working days of completion, a ship check report will be generated for each tasked ship check to include: pictures, redlined drawings and sketches, procedural and other documentation updates, test results, problem areas, recommendations and general data to include ship, hull, location, date, and points of contact onboard.
- (2) Installation Reports. Within five (5) working days of completion, an installation report will be delivered to include pre- and post- test results, updates and changes to ILS and hardware requirements, recommendations, dates and names of individuals making ILS entries, SNAP entry receipt and general data to include name of installer, ship hull number and name, installation date, onboard points of contact for ILS delivery.
- (3) Monthly Progress Reports. Every 30 days, for each delivery order awarded, the contractor will provide a status report in the format specified in the delivery order.
- (4) Monthly Financial Reports.

## **F. FACILITIES**

- (1) The contractor must have the following facilities in Chesapeake, VA.
  - (a) Provide, operate and maintain OSHA-compliant material/equipment/ staging/storage and transfer facilities with approximately 35,000 square feet of area . NSWCCD may require an increase in the Chesapeake facilities to as much as 55,000 square feet and therefore may task the contractor to provide, operate, and maintain such additional facilities. The Chesapeake facilities must include the following:
    - (i) A minimum of 50,000 square feet of on-site outside staging area to be enclosed by a privacy fence.
    - (ii) Easy access to major arterial roadways for semi-trailers.
    - (iii) Multiple ground level and dock level doors capable of loading and unloading multiple semi-trailers of industrial and material handling equipment.
    - (iv) A minimum of 1,000 amps of electrical service to include 480 volt three-phase power, 208 volt three-phase power and 110 volt single-phase power.
    - (v) Industrial concrete floor with a minimum compressive strength mix of 4,000 psi with reinforced fiber mesh and a minimum thickness of 5.”
    - (vi) High pressure washdown system for equipment with an environmentally approved drain system for the waste water runoff.
    - (vii) An area suitable for sandblasting operations
    - (viii) Minimum of 20’ceiling height in warehouse
    - (ix) Temperature controlled computer room with a separately zoned HVAC system.
    - (x) Separate room for spare parts
    - (xi) Minimum of 100 square feet for storage of hazardous waste material
    - (xii) Multiple battery charging stations
    - (xiii) Compressed air with a minimum of 600 cfm.
    - (xiv) Facility security system(s)

- (b) Sheet Metal Shop – Capable of cutting, rolling, shaping, grinding, and fitting steel and aluminum sheets.
  - (c) Machine Shop – Capable of removing, machining, repairing, testing, cleaning, hydraulic flushing, and reinstallation of HM&E equipment.
  - (d) Pipe Shop – Capable of targeting, fitting, bending, pickling, testing, stress relieving, and threading all kinds of pipe (including brazing).
  - (e) Electric Shop – Capable of removing, repairing, installation, and operational testing of shipboard equipment.
  - (f) Welding Shop – Capable of welding steel and aluminum plates and shapes, and sheet metal, and piping joints
  - (g) Paint Booth - Cross draft spray booth of at least 300 ft<sup>2</sup> which meets all NFPA and OSHA standards and regulations.
- (2) The contractor must provide, operate, and maintain an OSHA-compliant material/equipment/staging/storage and transfer facility with approximately 7,000 square feet of area of which at least 3,000 sq. ft. must be staging area, in the San Diego, CA area, within 25 miles of Naval Station San Diego.
- (3) The contractor must provide, operate, and maintain an OSHA-compliant material/equipment/staging/storage and transfer facility with approximately 5,000 square feet of area of which at least 500 sq. ft. must be staging area, in the Mayport, FL area, within 25 miles of Naval Station Mayport.

## **G. QUALITY ASSURANCE**

The contractor must have a documented quality system accepted by NAVSEA for use on Alteration Installation Team (AIT) Navy contracts.

## **H. REIMBURSEMENT OF TRAVEL COSTS**

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations  
Immunizations  
Passports, Visas, etc.  
Security Clearances

(2) Travel Policy. The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

- (a) Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations: Vol. 2 for Civilian Personnel.
- (b) Per Diem for travel on work assigned under this contract will be reimbursed to employees consistent with the amount authorized in the Department of Defense Joint Travel Regulations.

## **2. PERSONNEL QUALIFICATIONS**

Offerors shall provide resumes having the following desired education and levels of professional and technical experience. The technical evaluation will consider a higher rating for key personnel resumes reflecting experience directly related to the task statements in the Scope of Work. Resumes of key personnel who are present employees of the offeror will be weighted higher during the evaluation than resumes of key personnel who have signed letters of intent. The specialized experience included as part of the desired qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below:

A. PROGRAM MANAGER (KEY):

- (1) Fifteen years total managerial experience of engineering projects involving maintenance, repair, testing, and alteration of Naval Ship Hull, Machinery, and Electrical (HM&E) Systems.
- (2) Bachelor of Science Degree in Engineering or a Professional Engineer's License.
- (3) Experience with the Navy 3-M System.
- (4) Knowledge of Naval Sea Systems Command, Naval Surface Warfare Center (Carderock Division), Shipyard, Supervisor of Shipbuilding, and Type Commanders' organizations, responsibility, relationships, policies and procedures.

B. SENIOR ENGINEER

- (1) Eight years total design, test, operation, and maintenance engineering experience in Naval Ship HM&E Systems.
- (2) Bachelor of Science Degree in Engineering or a Professional Engineer's License.
- (3) Experience with the Navy 3-M System.

C. ENGINEER

- (1) Five years total design, test, operation, and maintenance engineering experience in Naval Ship HM&E Systems.
- (2) Bachelors Degree in Mechanical Engineering, Electrical Engineering, Naval Architecture, or the equivalent; or a Professional Engineer's License.

D. PROJECT ENGINEER (KEY)

- (1) Engineering degree or eight years experience managing engineering projects in lieu of engineering degree (This experience cannot be concurrent with the experience requirements listed below).
- (2) Four years experience in operation, maintenance, and testing of Naval Ships HM&E systems and equipment. (May be concurrent with item (3)).
- (3) Minimum of three years experience in project engineering for maintenance, repair, testing, installation, or alteration of Naval Ship systems related to task statements in the Scope of Work.

E. SENIOR ENGINEERING TECHNICIAN (Electrical) (KEY)

- (1) Graduate of high school, trade or industrial school, or GED equivalent, and graduate of shipyard apprenticeship or Navy trade school related to electrical trades.
- (2) Ten years experience practical engineering experience in the operation, maintenance, repair, and alteration of Naval Ship Equipment and systems, of which five years must be in repairing and maintaining electrical components of Material Handling Equipment (MHE), including fork trucks, dollies, and ammunition hoists.
- (3) The five years MHE experience must be current.
- (4) Experience with the Navy 3-M System.

**F. SENIOR ENGINEERING TECHNICIAN (Mechanical) (KEY)**

- (1) Graduate of high school, trade or industrial school, or GED equivalent, and graduate of shipyard apprenticeship or Navy trade school related to mechanical trades.
- (2) Ten years experience practical engineering experience in the operation, maintenance, repair, and alteration of Naval Ship Equipment and systems, of which five years must be in repairing and maintaining mechanical components of Material Handling Equipment (MHE), including fork trucks, dollies, hand trucks, and ammunition hoists.
- (3) The five years MHE experience must be current.
- (4) Experience with the Navy 3-M System.

**G. ENGINEERING TECHNICIAN**

- (1) Graduate of high school, trade or industrial school, or GED equivalent.
- (2) Four years practical engineering experience in the operation, maintenance, repair, and alteration of Naval Ship Equipment and systems.
- (3) Experience with the Navy 3-M System.

**H. LOGISTICIAN**

- (1) Graduate of high school, trade or industrial school, or GED equivalent.
- (2) Six years of Naval Logistics experience which must include the following:
  - (a) Conducting material research, material sourcing, procurement, inspection, inventory, and staging of both government furnished materials and contractor furnished materials.
  - (b) Developing, updating and maintaining Government Furnished Material and Equipment (GFM/E) management and tracking system.
  - (c) Providing support to identify drawings and part numbers for stock listing of components and assemblies.

**I. PLANNER/ESTIMATOR (KEY)**

- (1) Graduate of high school, trade or industrial school, or GED equivalent.
- (2) Five years experience in the following:
  - (a) Experience in preparing Naval industrial costs and time estimates (time, labor and material) for alterations and repairs to Naval HM&E systems and machinery in three or more of the following areas for systems related to task statements in the Scope of Work.
    - (i) Electrical
    - (ii) Machinery
    - (iii) Hull (sheet metal and structural)
    - (iv) Piping (pneumatic and hydraulic)
    - (v) Preparing cost and man-day estimates for engineering studies as related to alterations and installations and modification of ship's systems.
    - (vi) Preparing standard Work Request and Specifications.
    - (vii) Comparing cost relationships for accomplishing work in HM&E Systems.
    - (viii) Preparing Material Lists for alterations.
  - (b) Experience in repair and alteration definition, production procedures, planning procedures, material requirements and technical instructions, including Military Specifications.

**J. SITE FOREMAN (KEY)**

- (1) High School Graduate or GED
- (2) Graduate of apprenticeship program or military trade school

- (3) Eight years hands-on experience with repair and maintenance of Naval HM&E systems and equipment.
- (4) Three years experience in the supervision of technical support for maintenance, repair, alteration, or testing of HM&E ship systems related to task statements in the Scope of Work (can be concurrent with item (3)).
- (5) Certified as a Shipyard Competent Person.

K. QUALITY ASSURANCE SPECIALIST (KEY)

- (1) Minimum of six years experience with quality assurance and inspection for maintenance, repair, testing, installation or alteration of Naval ship systems
- (2) Minimum of two years experience with HM&E systems on Navy ships related to task statements in the Scope of Work.

L. MARINE EQUIPMENT MECHANIC

- (1) Must have completed an apprenticeship program or military trade school.
- (2) Minimum of two years journeyman experience on shipboard HM&E systems and equipment.

M. WELDER/BRAZIER/BURNER

- (1) Must have completed an apprenticeship program or military trade school.
- (2) Minimum of four years journeyman experience on shipboard HM&E systems and equipment.

N. SHIPFITTER/PIPEFITTER

- (1) Must have completed an apprenticeship program or military trade school.
- (2) Minimum of four years journeyman experience on shipboard HM&E systems and equipment.

O. MARINE ELECTRICIAN

- (1) Must have completed an apprenticeship program or Navy trade school.
- (2) Minimum of four years journeyman experience on shipboard HM&E systems and equipment.

P. MACHINIST

- (1) Must have completed an apprenticeship program or Navy trade school.
- (2) Minimum of four years journeyman experience on shipboard HM&E systems and equipment.

Q. PROGRAM ANALYST

- (1) A.A.S. degree and two years experience as a Programmer and/or Database Administrator.
- (2) Certification as a Microsoft Certified Systems Engineer (MCSE).
- (3) Minimum of two years as a Program Analyst. Experience should be in Windows or Unix operating systems.

R. PROGRAMMER

- (1) Two years computer programming experience with digital computer systems, information systems, data management, configuration control applications, or Web application development
- (2) High school diploma and post-high school training in computer programming, database management, or Web page development. An additional two years experience may be substituted for post high-school training.

S. CAD/CAM OPERATOR

- (1) High school diploma and three years experience developing and revising engineering drawings for shipboard systems. Graduation from accredited technical, vocational, or apprentice school drafting program may be substituted for two years experience.
- (2) Minimum of one year experience using AUTOCAD Release 14 or 2000.

#### T. ENGINEERING AIDE

- (1) Minimum of one year experience preparing engineering documentation.
- (2) Must be familiar with Microsoft Office, version 97 or later.

#### U. MAINTENANCE TRADES HELPER

- (1) Experience in assisting skilled maintenance trades in performing duties of lesser skills, including keeping a worker supplied with materials and tools; maintaining cleanliness of tools, work area, and machines; holding materials and tools; and performing other unskilled tasks as directed.

**SECTION D Packaging and Marking****PROHIBITED PACKING MATERIALS (JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

(End of clause)

**PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

(End of clause)

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at: INSPECTION AND ACCEPTANCE WILL BE AS DESIGNATED IN EACH DELIVERY ORDER ISSUED HEREUNDER.

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003



SECTION F Deliveries or Performance

DELIVERY INFORMATION : DELIVERY INFORMATION WILL BE AS DESIGNATED IN EACH  
DELIVERY ORDER ISSUED HEREUNDER.

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I  
52.247-34 F.O.B. Destination

APR 1984  
NOV 1991

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor\* at the following address:

\_\_\_\_\_

\_\_\_\_\_ TBD \_\_\_\_\_

\_\_\_\_\_

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_the COR and Code 3127 (Finance)\_\_\_\_\_. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",  
 \_\_\_\_\_ is required with each invoice submittal.  
X \_\_\_\_\_ is required only with the final invoice.

- \_\_\_\_\_ is not required.
- (f) A Certificate of Performance  
      X   shall be provided with each invoice submittal.  
    \_\_\_\_\_ is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

\* In contracts with the Canadian Commercial Corporation, substitute  
    "Administrative Contracting Officer" for "contract auditor".

\*\* Check appropriate requirements.

(End of clause)

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

## CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 60 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$5,000,000.00**;

(2) Any order for a combination of items in excess of **\$5,000,00.00**; or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and



Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 66 months after date of contract.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)  
(to be completed at time of award)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **\$0.00** or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002) -- ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
    - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
    - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
  - (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (2) *Certain food products and other payments.*
- (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --
    - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
    - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
    - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
    - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or

oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4(ii)), (a)(4(iii)), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30<sup>th</sup> day after the designated billing office receives a proper invoice; and

(3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

(End of Clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.



(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss

to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
  - (i) In deliverable end item quantities only;
  - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
  - (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract	Concurrent and	Instant Contract	Concurrent and

	Rate	Future Contract Rate	Rate	Future Contract Rate
Fixed-price (includes fixed- price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed- price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost- reimbursement (includes cost- plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
- (i) Fixed-price contracts--add to contract price.
  - (ii) Cost-reimbursement contracts--add to contract fee.
  - (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
  - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
  - (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
  - (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall



not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR       ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

#### CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Rosemary Di Cara, Code 9709  
Naval Surface Warfare Center  
Naval Business Center, Bldg. 4  
5001 South Broad Street  
Phila. PA 19112-1403  
215-897-8417  
Fax 215-897-8516

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

#### CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

(a) Date of order

(b) Contract number and order number.

(c) Item number and description, quantity ordered, unit price and contract price.

(d) Delivery or performance date.

(e) Place of delivery or performing (including consignee).

(f) Packaging, packing, and shipping instructions if any required.

(g) Accounting and appropriation data.

(h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

#### CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(to be completed at time of award and/or in individual delivery orders issued hereunder)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [ \* ] inclusive of fee. It is estimated that these funds will cover the cost of performance through [ \*\* ]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal

liability on the part of the Government for payment in excess of [ \* ] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

\* enter the amount which is currently available for payment

\*\* enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Anita Nocton

Naval Surface Warfare Center Carderock Philadelphia

5001 So. Broad Street

Phila. PA 19112-1403

Phone: 215-897-7388

CAR-I17 ORDERING PROCEDURES FOR DELIVERY/TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (APR 2001) (NSWCCD)

(a) This contract is one of two or more contracts that were awarded under a single solicitation for the same or similar supplies or services. The term "contract awardee" refers to each Contractor receiving such an award.

(b) The Naval Surface Warfare Center, Carderock Division, is the activity authorized to issue delivery/task orders. All orders shall contain the date of order, contract number and delivery/task order number, description of the scope of work to be accomplished, estimated cost plus fixed fee, material and travel costs, delivery or performance schedule, place of performance, accounting/appropriation data and any other pertinent information.

(c) No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 United States Code 2304c(d) and 41 United States Code 253j(d)).

(d) Procedures for the issuance of individual delivery/task orders. The competition requirements in FAR Part 6 and the source selection policies in FAR Subpart 15.3 do not apply to the ordering process. However, each contract awardee shall be provided a fair opportunity to be considered for each proposed order in excess of \$2,500.00 except as provided in paragraph (e) of this clause. The Contracting Officer/Ordering Officer shall, in making decisions in the award of any individual delivery/task order, consider factors such as past performance, earlier orders under this contract, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a delivery/task order under this contract. The Contracting Officer/Ordering Officer need not contact each of the contract awardees before selecting an order awardee if the Contracting Officer/Ordering Officer has information available to ensure that each contract awardee is provided a fair opportunity to be considered for each order.

(e) A contract awardee need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer/Ordering Officer determines that:

(1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays

(2) Only one contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all contract awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(f) In those instances where one or more of the circumstances in paragraph (e) of this clause applies, the Contracting Officer/Ordering Officer may elect to use the streamlined procedures in paragraphs (1) through (3) of this paragraph (f). In the case of urgency, the Contracting Officer/Ordering Officer may elect to use either these streamlined procedures or the procedures described in paragraph (g) of this clause.

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the Contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the Contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the Contractor.

(3) If the Contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the Contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the Contractor.

(g) In the event the need for such services is so urgent that providing a fair opportunity would result in unacceptable delays, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the Contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this contract.

**(h) In accordance with section 5216.505 of the Navy Acquisition Procedures Supplement (NAPS), the task order contract and delivery order contract ombudsman responsible for reviewing complaints from contractors on task order contracts and delivery order contracts is the Navy Competition Advocate General. The Navy Competition Advocate General is the Deputy for Acquisition and Business Management, Office of the Assistant Secretary of the Navy (Research, Development and Acquisition). Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Sea Systems Command Headquarters before taking their complaints to the Navy Competition Advocate General.**

#### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

Exhibit A DD Form 1423 Contract Data Requirements List



## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity  
Controlled by a Foreign Government

Description of Interest, Ownership  
Percentage, and Identification of  
Foreign Government

(End of provision)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the

Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee, Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer  
Anita Nocton  
Naval Surface Warfare Center Carderock Philadelphia  
5001 South Broad St.  
Phila. PA 19112-1403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>



## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

## CAR-L07 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

- (a) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracting labor below).
- (b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.
- (c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.
- (d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.
- (e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.
- (f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.
- (g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)**

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)**

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	5
Cost Proposal	1	2

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

Each volume shall contain the following items in addition to the technical/descriptive data required by this RFP.

**Cover:** The cover shall indicate the following;

- \*Proposal Category (Technical, Cost or Solicitation, Offer and Award Document)
- \*Volume Number
- \*RFP Number
- \*Name and Address of Offeror
- \*Identification of copies bearing original signatures

**Table of Contents:** The table of contents shall provide sufficient detail as to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

CLASSIFIED data (if applicable) may not be submitted in the technical proposal unless the offeror first notifies NSWCCD Philadelphia by contacting the point of contact for this solicitation. CLASSIFIED data that is forwarded as part of an offeror's proposal must be housed in its own binder, separate from the unclassified portion, and be distinctly marked as "CLASSIFIED".

**(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)**

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

**(2) TECHNICAL PROPOSAL**

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

**The Technical Proposal shall be limited to 100 pages.**

**ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATION MUST BE INCLUDED IN A COVER LETTER TO THE TECHNICAL PROPOSAL.**

Offerors are not encouraged to take exceptions to this solicitation,. Any exceptions taken to the specifications, terms, and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in the related section of the Technical Proposal. Offerors are to detail the particular section, clause, paragraph, and page to which they are taking exception.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following sections, and shall address in detail the following information:

**Factor A - Personnel**

Offerors shall provide resumes which include the experience, education, and training of each individual proposed for each labor category shown below. These individuals should be expected to perform under a contract resulting from this solicitation in the labor categories indicated. Personnel proposed, for whom resumes are submitted, will be evaluated in terms of experience, education, and training as stated in the personnel qualifications specified under each labor category specified in Section C.

Personnel proposed who do not meet the resume standards set forth in Section C will be scored downward as appropriate.

In the event that an individual proposed for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with that individual's resume, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within 30 days of contract award if the contract is awarded to the offeror. If any of the key personnel proposed for performance under the resultant contract are changed after pre-award evaluation but before contract award, the offeror will advise the Contracting Officer in their Best and Final Offer of this change and will submit resumes of the substituted key personnel for re-scoring of the proposal. A re-determination of acceptability of the offeror shall then be made.

Resumes are required for all key personnel. Resumes for non-key personnel are not required, although those personnel shall be priced in the cost proposal. Statements on the experience of these non-key personnel shall be provided which indicate such personnel meet the stated qualifications. All resumes for a given category shall be averaged for purposes of evaluation and scoring. Resumes shall be limited to three pages. Offerors shall submit the number of resumes indicated below for each labor category identified as key personnel. Each Key Labor Category is a subfactor.

### **Key Personnel**

### **Minimum Number of Resumes**

A.1 Senior Engineering Technician (Electrical)	2
A.2 Senior Engineering Technician (Mechanical)	1
A.3 Program Manager	1
A.4 Project Engineer	2
A.5 Site Foreman	3
A.6 Planner/Estimator	1
A.7 Quality Assurance Specialist	1

The minimum number of resumes is 11 . One resume cannot be submitted for more than one (1) labor category.

The offerors shall use the following format for written key personnel resumes:

Labor Category

Name:

Security Clearance:

Current Employer:

Education/Training: (list any diplomas and/or degrees obtained, institution, year obtained)

Summary: (provide a concise summary paragraph on why this individual was selected as key personnel)

Directly Related Work Experience: (list each relevant job title, the inclusive dates of employment (month/yr), the employer, and a brief synopsis for each job listed on how this experience is directly related to the scope of work of the acquisition under competition.)

References: (provide two (2) verifiable references from government or commercial customers with extensive knowledge of the individual on projects of similar size and scope of effort. Names, organization, phone numbers, and e-mail addresses should be provided.)

Signature/Date: (key personnel shall sign and date the resume)

The following questions will be used as a guide for determining how well the offeror's resumes correspond with the labor categories described in Section C of the solicitation.

1. To what extent do the proposed key personnel have specific experience related directly to the task statements in under Section C., Scope of Work?
2. To what extent do the proposed key personnel have the desired education and training identified in their respective labor categories?
3. To what extent do the proposed key personnel have experience in the operation and maintenance of hull, mechanical and electrical systems?
4. Do the proposed key personnel currently have a security clearance, or, are they capable of obtaining a security clearance?
5. Are the proposed key personnel being utilized on an overlapping contracting requirement?

### **Resume Information**

Resumes for all key personnel, whether prime or subcontractor personnel, must indicate whether they are currently employed by the offeror or a subcontractor of the offeror. Resumes of any key personnel not currently employed by the offeror or a subcontractor of the offeror must contain a statement signed by the individual that use of their resume for this solicitation is authorized. Additionally, the offeror is required to propose key personnel, whether employed by the prime or subcontractor, who the offeror reasonably expects, as of the date of the proposals, will be available for contract performance. Resumes for both contingent hires and current employees, whether prime or subcontract, must be dated and signed by the individual no earlier than the issue date of the RFP and not more than 120 days prior to the closing date of the RFP. Any resume dated (1) prior to the issue date of the RFP, or (2) more than 120 days prior to the closing date of the RFP, will be considered unacceptable. Offerors are reminded, however, that the age of the resume is not solely determinative of the availability of personnel.

### **Factor B – Technical Approach**

The offeror shall demonstrate their feasibility of approach, comprehension of task processes and requirements, identification and resolution of problems, and application of quality control and inspection system will be evaluated.

The following subfactors will be evaluated:

- B.1 Feasibility of Approach – The proposal must provide evidence of a clear understanding of the technical requirements and magnitude of the SOW, as well as a clearly defined plan for satisfying those requirements.
- B.2 Comprehension of Task Processes and Requirements – The proposal must demonstrate an understanding of the processes, specifications, standards and other documents that are typically required to be complied with during accomplishment of taskings.
- B.3 Identification and Resolution of Problems – Identifying discrepancies and problems during the conduct of assigned taskings, and the successful development and implementation of corrective action.
- B.4 Application of Quality Control and Inspection System – Applying the requirements of a NAVSEA-approved QA plan to the technical, logistic and material products and services required by the SOW.

## **Factor C – Corporate Experience**

Offerors shall demonstrate their overall corporate experience within the past five (5) years with engineering and technical services directly related to improving and maintaining the Fleet Operational and Material Readiness of Hull, Mechanical and Electrical (HM&E) systems and equipment through assessment, development, implementation and coordination of fleet maintenance technology processes specifically on military vessels and at shore establishments directly related to those programs listed under the SOW provided under Section C. Included will be any prior experience (especially focused on the most recent experience) under DOD contracts, or as sub-contractors as it relates to engineering and technical efforts on hull, mechanical and electrical systems. The following subfactors will be evaluated:

- C.1 Experience in all Elements of the Scope of Work
- C.2 Relevance and Recentness of Experience

## **Factor D – Past Performance**

Offerors should provide a list of at least two (2) contracts or subcontracts presently active or completed within the past three years for which tasks supported the federal or local government. The following information should be provided for each contract listed: name of contracting activity, contract number, contract type, contract ceiling of labor hours and labor categories, actual number of labor hours tasked/authorized to offeror by labor category, type of work (short description, 300 words or less), contracting officer and phone #, technical government POC and phone #, Program sponsor government POC and phone #, relative past work (explain in 300 words or less how work performed is related to the scope of work).

Offerors will be evaluated on documented past performance under current or recently completed contracts (within the last three years) which demonstrate their past performance with regards to quality, cost control and timeliness, especially as it relates to improving and maintaining the Fleet Operational and Material Readiness of Hull, Mechanical and Electrical (HM&E) systems and equipment through assessment, development, implementation and coordination of fleet maintenance technology process. Evaluation of past performance information will include, but not be limited to quality of performance, cost control and timeliness of products. Information utilized will be obtained from contractor references as well as any other sources that may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history, although neither losing nor receiving credit, may not represent the most advantageous proposal to the Government.

Rating values will be based on how well the contractor performed on contracts listed. Quality of past performance will be determined based on information provided by the offeror including information received by contract POCs, and information gathered from other resources. Greatest value will be given to those responses which demonstrate high quality past performance directly related to the SOW under Section C.

The following subfactors will be evaluated:

- D-1 Quality of Products
- D-2 Cost Control
- D-3 Timeliness of Products

The Government also intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. The Government intends to use the attached Past Performance Questionnaire to collect past performance information if adequate CPARS information is not available. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an offeror's proposal.

## **Factor E – Facilities**

The offeror shall include adequate information to demonstrate sufficient facilities and infrastructure. An office should be located within a 25-mile radius of the required location as specified in the Statement of Work.

The offeror shall address the facility locations, capacities, and capabilities to be used in the resultant contract and provide details on how the offeror's facilities infrastructure and resources will enable the offeror to successfully support the Scope of Work. Detailed requirements for each location are provided in the solicitation. The Chesapeake, San Diego and Mayport facilities are mandatory requirements; failure to satisfy these requirements constitutes a deficiency in a mandatory rating and results in a rating of Unacceptable for this factor. Greatest value will be given to those offerors who display a thorough understanding of the requirements and who present a realistic plan for obtaining and putting into operation all required facilities within the 30 day period.

Evaluation of Factor E will be based on the offerors meeting the requirements of the statement of work and overall compliance with the subfactors. The following subfactors will be evaluated:

E.1 Chesapeake, VA Facility (Mandatory requirement) – provide, operate and maintain an OSHA-compliant material/equipment/staging/storage and transfer facility with approximately 35,000 square feet of area (to include a telecommunications and support facilities of approximately (but not limited to) 5,000 square feet). The facilities must include the spaces, equipment, services and features itemized in the solicitation.

E.2 San Diego, CA Facility (Mandatory requirement) - an OSHA-compliant material/equipment/staging/storage and transfer facility with approximately 7,000 square feet of area, of which at least 3,000 square feet must be staging area, in the San Diego, CA area, within 25 miles of Naval Station San Diego.

E.3 Mayport, FL Facility (Mandatory requirement) - an OSHA-compliant material/ equipment/staging/storage and transfer facility with approximately 5,000 square feet of area, of which at least 500 square feet must be staging area, in the Mayport, FL area, within 25 miles of Naval Station Mayport.

## **Factor F - Management Plan**

The written proposals shall include a thorough management plan for implementing the various tasks. This plan will be evaluated with regard to the sound management and engineering principles employed, quality assurance techniques, the level of detail presented and the amount of tracking or oversight used by the offeror. It should be evident in the proposal that there exists sufficient management to resolve both routine “every day” problems and more complex issues.

Evaluation of Factor F will be based on the offerors demonstration of their ability to provide an adequate organizational structure and management plan to accomplish the Statement of Work, Section C. The following Subfactors will be evaluated:

- F.1 Organizational Structure, Relationships, and Responsibilities
- F.2 Internal Communications and Liaison with Government Personnel

- F.3 Reporting Systems
- F.4 Start-up Plan
- F.5 Subcontract Management Plan
- F.6 Managing Work Fluctuations and Multiple Tasks

F.1 Organizational Structure, Relationships and Responsibilities – A description of the Offeror's organizational structure and the functional relationships and responsibilities among the organizational elements that will participate in accomplishing the defined tasks. Greatest value will be given to those offerors who propose an adequate organization which can coordinate team efforts and assert effective management and cost control and supervision of personnel (including subcontractor, if any) to ensure timeliness and accuracy of deliverables for the varied task areas involved.

F.2 Internal Communications and Liaison with Government Personnel – Internal management communication lines and the offeror's method of maintaining close liaison with the Contracting Officer's Representative (COR), including reporting techniques proposed for use under the contract. Greatest value will be given to those offerors who propose an effective communication system that is proactive and ensures that action items are carried through to satisfactory resolution.

F.3 Reporting Systems – The offeror's plan to establish and maintain reporting systems for monitoring qualitative and quantitative aspects of contract performance, including financial monitoring and reporting. Greatest value will be given to those offerors who demonstrate a clear understanding of the reporting requirements, and propose a system that will ensure the production and delivery of accurate reports on a timely basis.

F.4 Start-Up Plan – The offeror's plan demonstrating processes that will be implemented to allow full performance within 30 days after contract award. Greatest value will be given to those offerors. Greatest value will be given to those offerors who present a convincing case, with sufficient detail, that describes the processes to be put into place and illustrates how the required processes will be effectively implemented within the 30 day period.

F.5 Subcontract Management Plan – The offeror's plan for the development and implementation of subcontract management plans detailing how subcontractor(s) will be integrated into the overall management approach to ensure that contract objectives and the effective selection of subcontractors are met. Greatest value will be given to those offerors who demonstrate a clear understanding of the contractor/sub-contractor relationship, and clearly describe the processes to be used to ensure the success of these relationships.

F.6 Managing Work Fluctuations and Multiple Tasks – The offeror's plan to respond to fluctuations in workload, manage separate and overlapping tasks, and add or reduce manpower when required and in a timely manner. Greatest value will be given to those offerors who demonstrate the capability of managing labor resources, who can effectively control and report cost and performance and who can resolve problems. The offeror should demonstrate the capability to effectively respond to fluctuations in workload, manage separate and overlapping tasks, and add and reduce manpower when required.

### **(3) COST PROPOSAL**

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

#### **Direct Labor Costs:**

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Sections C.4 and C.7. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.



(2) If an Offeror's proposed labor category differs in name from those listed in Section C.7, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

**Subcontracting Costs:** The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

**Consultants:** If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

**Indirect Rates:** Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

**Facilities Capital Cost of Money:** If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

**Fee:** Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**Support Costs:** These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M03 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) *Evaluation of Indirect Rates Applicable to Support Costs:*

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN 0001 plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) *Competitive Acquisition Instructions.*

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) *Discussion/Final Proposal Revisions.* The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) *Basis for Contract Award.* The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and

their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) ***Evaluation Factors.*** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance. **(Note: in order to demonstrate the descending order of importance of the factors, the factors are not listed below in Alphabetical/Numerical order as they were previously listed in Clause CAR-L11. An offeror's proposal format should comply with the Alphabetical/Numerical order specified in Clause CAR-L11).** The narrative for each technical factor contained in this clause is a synopsis version of the technical proposal requirements that were previously specified in Clause CAR-L11. **An offeror's proposal content should comply with the full requirements previously specified in Clause CAR-L11.**

**Descending Order of Importance:**

Factor A - Personnel  
 Factor B - Technical Approach  
 Factor E - Facilities  
 Factor F - Management Plan  
 Factor C - Corporate Experience  
 Factor D - Past Performance

Factors C and D are of equal importance.

**Factor A – Personnel**

Offerors shall provide resumes which include the experience, education, and training of each individual proposed for each labor category shown below. These individuals should be expected to perform under a contract resulting from this solicitation in the labor categories indicated. Personnel proposed, for whom resumes are submitted, will be evaluated in terms of experience, education, and training as stated in the personnel qualifications specified under each labor category specified in Section C.

Personnel proposed who do not meet the resume standards set forth in Section C will be scored downward as appropriate.

Within the personnel factor, the offeror shall provide the required number of resumes for each key labor category. Within this factor seven (7) sub-factors will be evaluated. The subfactors are listed below in both descending order and degree of relative importance. **(Note: in order to demonstrate the descending order of importance of the sub-factors, the sub-factors are not listed below in Alphabetical/Numerical order as they were previously listed in Clause CAR-L11. An offeror's proposal format should comply with the Alphabetical/Numerical order specified in Clause CAR-L11)**

**Descending Order of Importance:**

- A.3 Program Manager
- A.5 Site Foreman
- A.1 Senior Engineering Technician (Electrical)
- A.2 Senior Engineering Technician (Mechanical)
- A.4 Project Engineer
- A.6 Planner/Estimator
- A.7 Quality Assurance Specialist

Subfactors A.1, A.2, and A.4 are of equal importance. Subfactors A.6 and A.7 are of equal importance.

Where multiple resumes are indicated for a single labor category, the resumes within that category are of equal importance.

### **Factor B – Technical Approach**

The offeror shall demonstrate their feasibility of approach, comprehension of task processes and requirements, identification and resolution of problems, and application of quality control and inspection system will be evaluated.

The following subfactors will be evaluated. The subfactors are listed below in both descending order and degree of relative importance:

- B.1 Feasibility of Approach
- B.2 Comprehension of Task Processes and Requirements
- B.3 Identification and Resolution of Problems
- B.4 Application of Quality Control and Inspection System

### **Factor C – Corporate Experience**

Offerors shall demonstrate their overall corporate experience within the past five (5) years with engineering and technical services directly related to improving and maintaining the Fleet Operational and Material Readiness of Hull, Mechanical and Electrical (HM&E) systems and equipment through assessment, development, implementation and coordination of fleet maintenance technology processes specifically on military vessels and at shore establishments directly related to those programs listed under the SOW provided under Section C. Included will be any prior experience (especially focused on the most recent experience) under DOD contracts, or as sub-contractors as it relates to engineering and technical efforts on hull, mechanical and electrical systems. The following subfactors will be evaluated. The subfactors are listed below in both descending order and degree of relative importance:

- C.1 Experience in all Elements of the Scope of Work
- C.2 Relevance and Recentness of Experience

### **Factor D – Past Performance**

Offerors should provide a list of at least two (2) contracts or subcontracts presently active or completed within the past three years for which tasks supported the federal or local government. Offerors will be evaluated on documented past performance under current or recently completed contracts (within the last three years) which demonstrate their past performance with regards to quality, cost control and timeliness, especially as it relates to improving and maintaining the Fleet Operational and Material Readiness of Hull, Mechanical and Electrical (HM&E) systems and equipment through assessment, development, implementation and coordination of fleet maintenance technology process. Evaluation of past performance information will include, but not be limited to quality of performance, cost control and timeliness of products. Information utilized will be obtained from contractor references as well as any other sources that may have relevant information. Contractor references that

cannot be contacted will not be considered. An offer with no relevant past performance history, although neither losing nor receiving credit, may not represent the most advantageous proposal to the Government.

Rating values will be based on how well the contractor performed on contracts listed. Quality of past performance will be determined based on information provided by the offeror including information received by contract POCs, and information gathered from other resources. Greatest value will be given to those responses which demonstrate high quality past performance directly related to the SOW under Section C.

The following subfactors will be evaluated. The subfactors are listed below in both descending order and degree of relative importance:

- D-1 Quality of Products
- D-2 Cost Control
- D-3 Timeliness of Products

Subfactors D-2 and D-3 are of equal importance.

## **Factor E – Facilities**

The offeror shall include adequate information to demonstrate sufficient facilities and infrastructure. An office should be located within a 25-mile radius of the required location.

The offeror shall address the facility locations, capacities, and capabilities to be used in the resultant contract and provide details on how the offeror's facilities infrastructure and resources will enable the offeror to successfully support the Scope of Work. Detailed requirements for each location are provided in the solicitation. The Chesapeake, San Diego and Mayport facilities are mandatory requirements; failure to satisfy these requirements constitutes a deficiency in a mandatory rating and results in a rating of Unacceptable for this factor. Greatest value will be given to those offerors who display a thorough understanding of the requirements and who present a realistic plan for obtaining and putting into operation all required facilities within the 30 day period.

Evaluation of Factor E will be based on the offerors meeting the requirements of the statement of work and overall compliance with the subfactors. The following subfactors will be evaluated. The subfactors are listed below in both descending order and degree of relative importance:

- E.1 Chesapeake, VA Facility (Mandatory requirement)
- E.2 San Diego, CA Facility (Mandatory requirement)
- E.3 Mayport, FL Facility (Mandatory requirement)

## **Factor F - Management Plan**

The written proposals shall include a thorough management plan for implementing the various tasks. This plan will be evaluated with regard to the sound management and engineering principles employed, quality assurance techniques, the level of detail presented and the amount of tracking or oversight used by the offeror. It should be evident in the proposal that there exists sufficient management to resolve both routine "every day" problems and more complex issues.

Evaluation of Factor F will be based on the offerors demonstration of their ability to provide an adequate organizational structure and management plan to accomplish the Statement of Work, Section C. The following Subfactors will be evaluated. The subfactors are listed below in both descending order and degree of relative importance:

- F.1 Organizational Structure, Relationships, and Responsibilities

- F.2 Internal Communications and Liaison  
with Government Personnel
- F.3 Reporting Systems
- F.4 Start-up Plan
- F.5 Subcontract Management Plan
- F.6 Managing Work Fluctuations and Multiple Tasks

Subfactors F.1 and F.2 are of equal importance. Subfactors F.3 and F.4 are of equal importance. Subfactors F.5 and F.6 are of equal importance.